

EXHIBIT A

See attached.



FUTURES EDUCATION, LLC SERVICE AGREEMENT
URBAN PREP ACADEMIES

THIS AGREEMENT made and entered into as of the 1st Day of July 2018, and commencing on that same day of July 2018, by and between the Urban Prep Academies, an Illinois-based charter school and Futures Education, LLC, (a division of The Futures HealthCore, LLC) a Connecticut limited liability company authorized to do business in Illinois ("Futures");

WHEREAS Futures is a therapy and clinical agency, performing these rehabilitative services, including speech, occupational, physical therapies, and psychology, nursing, special education teacher and social work services ("Rehabilitative Services");

WHEREAS Urban Prep Academies wishes to contract with Futures to provide Rehabilitative Services to Urban Prep Academies students on an "under arrangements" basis, and to establish a program for providing Rehabilitative Services in designated schools;

WHEREAS Futures is prepared to assume the responsibility of providing Rehabilitative Services in these designated schools;

NOW, THEREFORE, in consideration of Urban Prep Academies paying to Futures the compensation and Futures performing the duties specified herein, it is mutually covenanted and agreed by and between the parties hereto as follows:

SECTION 1.
FUTURES' DUTIES AND RESPONSIBILITIES

Futures agrees that at all times during the term of this Agreement it will provide Rehabilitative Services to Urban Prep Academies' students in accordance with the following standards.

- A. The Services shall be consistent with the procedures and standards established by the state of Illinois, IDEA special education regulations, Medicaid, and requirements that would be applicable if the Rehabilitative Services were furnished directly by Urban Prep Academies.
- B. Futures shall follow and abide by the general code of ethics and standards of practice of the American Physical Therapy Association (APTA), the American Occupational Therapy Association (AOTA), the American Speech-Language-Hearing Association (ASHA), the American Psychology Association (APA), the National Association of Social Workers (NASW), the National Association of Special Education Teachers (NASSET), and the National Association of School Nurses (NASN).
- C. Futures shall (i) comply with all rules, regulations and laws applicable to Futures; and (ii) have and maintain any and all governmental licenses required to be held by Futures under any applicable federal, state or local law.
- D. Futures shall act in good faith, with reasonable diligence and exclusively in the best interests of Urban Prep Academies and its students in providing the Services consistent with the requirements of this Agreement.

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- E. Rehabilitative Services shall be furnished to a student in accordance with the individualized education program (IEP) approved by the school responsible for the student's IEP.
- F. Futures shall participate in educational planning meetings as required to coordinate the Services for individual students.
- G. Futures shall, at its sole cost and expense, hire, maintain, or expand its support staff in order to (1) accommodate the school's demands for Rehabilitative Services, and (2) maintain quality student Services.
- H. Futures shall be responsible for preparing, in writing, all activity reports, evaluations, IEP goals and objectives, and student progress reports as may be necessary or required. Such reports shall be made available to Urban Prep Academies as needed and when needed.
- I. Futures will ensure the timely completion of fingerprinting and drug testing for all staff assigned to Urban Prep Academies.

SECTION 2. URBAN PREP ACADEMIES' DUTIES AND RESPONSIBILITIES

Urban Prep Academies shall make available to Futures, without charge, a standard battery of tests, all necessary office and treatment rooms in the schools to enable Futures to render the Services provided for in this Agreement.

Urban Prep Academies shall further provide, without charge, all necessary maintenance, housekeeping, utilities, and telephone services as are reasonably required by Futures in the performance of its duties hereunder.

Urban Prep Academies will provide orientation to the schools, access to any programs generally required for school personnel, and IEPs of referred students, along with any other pertinent information that would be helpful in servicing the students.

SECTION 3. COMPENSATION

Urban Prep Academies shall compensate Futures for Services rendered in accordance with the Fee Schedule set forth in Exhibit A attached hereto. Futures will submit a statement to Urban Prep Academies by the 15th day of each month indicating all Services rendered to Urban Prep Academies' students by Futures for the previous month. Urban Prep Academies agrees on or before the 15th day of the following month to pay to Futures the stated amount. Any charges which become past due will be assessed finance charges of 1.5% per month (18% per annum) as well as all expenses, court costs, and reasonable attorney's fees incident to collection.

SECTION 4. TERM AND TERMINATION

A. TERM

- 1. The term of the Agreement shall be for a period of one (1) year and commence as the date hereof and shall continue in full force and effect until June 30, 2019. After this initial period, additional one (1) year option years may be negotiated upon mutual consent of both parties.
- 2. Rates will be negotiated at the end of each academic year during the length of the contract period.

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B. TERMINATION – This Agreement may be terminated:

1. For cause by either party upon sixty (60) calendar days prior written notice to the other party; provided, however, that the non-terminating party shall have the opportunity to cure or correct the deficiencies or defaults alleged in the notice, and if such deficiencies or defaults are corrected prior to the expiration of the ninety (60) day period, this Agreement shall continue in full force and effect. As used herein, the term “for cause” shall mean a breach of this Agreement or the loss of the ability of either party lawfully to perform all of its obligations hereunder.
2. In the event of any judicial, regulatory or administrative change or determination, whether federal or state, which has or would have significant adverse impact on either party hereto in connection with the performance of the Agreement, or in the event that performance by either party of any term, covenant, condition or provision of the Agreement should for any reason be in violation of any statute, regulation, or otherwise be deemed illegal, the Agreement shall immediately terminate.

EFFECT OF TERMINATION. Upon termination of the Agreement, Futures shall cooperate with Urban Prep Academies in the orderly transfer of the Services and any related materials, files, records, information, data and supplies. Notwithstanding the termination of the Agreement, any damage, liability or obligation of either party which accrued prior to or as a result of such termination shall continue in full force and effect and the parties shall be free to pursue any remedies to redress such damage or to enforce such liability or obligation.

**SECTION 5.
INSURANCE**

- A. Futures shall make available to Urban Prep Academies valid certificate of insurance evidencing that Futures has liability and malpractice insurance coverage with minimum limits of One Million Dollars (\$1,000,000.00).
- B. Futures will name the Urban Prep Academies as an additional insured on such policy. Futures will immediately notify the School in writing of any change or cancellation of the insurance. A copy will be delivered within 10 days of the first day of the contract.
- C. In addition, Futures shall maintain workers' compensation insurance covering all of Futures' employees to at least the statutory limit set forth under Illinois law.

**SECTION 6.
SOLICITATION OF FUTURES' EMPLOYEES**

Urban Prep Academies hereby agrees that it will not, without prior written consent of Futures, employ, retain or in any way contract with, any Futures' employee or any person or entity that the employee is associated with, whether directly or indirectly through a 3rd party by way of ownership, management, operation, or control for a period of two (2) years after said employee leaves the employ of Futures. Further, Urban Prep Academies agrees not to induce any employee in the employ of Futures to leave his or her employment.

**SECTION 7.
INDEMNIFICATION**

Urban Prep Academies hereby agrees to indemnify and hold Futures free and harmless from and against any and all claims or liability, (including any court costs and attorney's fees) arising out of discharge (or the lack thereof) of Urban Prep Academies duties under the terms of this Agreement. Furthermore, Futures hereby agrees to indemnify and hold free and harmless from and against any and all claims or liability (including court costs and attorney's fees) arising out of the discharge (or the lack thereof) of Futures duties under the terms of this Agreement.

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**SECTION 8.
INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by the parties that, in providing Services under this Agreement, Futures shall at all times act as an independent contractor and not as an employee of Urban Prep Academies. Further, it is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation.

**SECTION 9.
BOOKS AND RECORDS**

- A. Upon written request of the U. S. Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, Futures shall make available to the Secretary those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing its Services hereunder. Such items shall be available for inspection for up to four (4) years after the rendering of such Services. If Futures carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Futures further agrees to include this requirement in all such subcontracts.
- B. This section is pursuant to, and is governed by, the requirements of Section 1861(v) (1) (I) of the Social Security Act (Public law 96-499; 42 USC Section 1395x (v) (1) (I)) and regulations promulgated thereunder.
- C. All records arising from clinical activities remain the property of Urban Prep Academies. These records include all case files, daily notes taken by therapists, IEPs, progress notes and quarterly reports.

**SECTION 10.
MISCELLANEOUS**

- A. **AMENDMENTS** – This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendments shall be operative and valid, they shall be reduced to writing and signed by both parties.
- B. **ASSIGNMENT** – Neither party to this Agreement may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party provided, however, that Futures may assign this Agreement to, or have its obligations performed by, one of its subsidiary or sister corporations.
- C. **NOTICES** – Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, and if sent by certified mail to the following addresses:

URBAN PREP ACADEMIES
Kizawanda Olowe, LCSW, LBSI
Director of Specialized Services
420 N. Wabash, Suite 300
Chicago, IL 60611

FUTURES EDUCATION, LLC
Erin Edwards, Ed.D., President & COO
136 William Street
Springfield, MA 01105

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- D. WAIVER OR BREACH** – Waiver or breach by either party of the terms and provisions of this Agreement at any time or times shall not be deemed or construed a waiver of any subsequent breach or breaches by either party of the same, or of the other, terms of provisions of the Agreement at any time or times.
- E. DISCRIMINATION** – Futures agrees to comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (formerly the Department of Health, Education and Welfare) (45 C.F.R., Part 890) issued pursuant to that Title, to the end that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, or age be excluded from participation in, be denied benefits, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of Futures' activity.
- F. GOVERNING LAW** – This Agreement shall be subject to, and governed by, the laws of the state of Illinois and all questions concerning its validity, construction, and administration shall be determined in accordance with such laws.
- G. SEVERABILITY** – The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or enforceable provisions were omitted.
- H. ENTIRE AGREEMENT** – This Agreement constitutes the entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes any and all other agreements oral and/or written between the parties with regard thereto.

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IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first hereinabove written.

URBAN PREP ACADEMIES

By: Kizawanda Glover, Ed.D., LCSW

Title: Director of Specialized Services

Date: 6-11-18

FUTURES EDUCATION, LLC

By: Eric Edwards

Title: President/COO

Date: 6/11/18

Exhibit A

Fee Schedule Agreement

Futures Education, LLC

and

Urban Prep Academies

Rehabilitative Services:

DISCIPLINE	HOURLY RATE (\$)
Speech-Language Therapists	68.50
Occupational Therapists	68.50
Physical Therapists	68.50
Psychologists	70.00
Social Workers	65.50
Nurses	68.50
Special Education Teacher	57.50

Services will be provided at the following Campuses:

- Bronzeville
- West
- Englewood

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EXHIBIT B

See attached.

GUTNICKI LLP

June 6, 2019

Via Electronic Mail and Federal Express

Urban Prep Academies
Tim King
420 N. Wabash, Suite 300
Chicago, IL 60611

Re: Notice of Breach, Demand for Payment, Reservation of Rights

Dear Mr. King,

I write on behalf of my client, Futures Education, LLC ("Futures"), to provide formal notice to Urban Prep Academies ("Urban Prep") that Urban Prep has failed to comply with the terms and conditions of that certain Service Agreement made between Futures and Urban Prep, dated July 1, 2018, as the same may be amended, restated, or renewed from time to time (the "Agreement"). This letter is being sent as a formal written demand and an attempt to resolve this matter before any additional legal rights are pursued or further actions are required.

Section 3 of the Agreement provides that Futures agreed to submit a monthly invoice to Urban Prep indicating the services Futures had so provided each month under the Agreement. Section 3 further provides that, in exchange for Futures' services under the Agreement, Urban Prep agreed to pay the contractual compensation due to Futures by the 15th day of the month following Futures' issuance of such invoice.

Urban Prep is in breach of Section 3. Specifically, Urban Prep has failed to pay Futures for certain services Futures provided under the Agreement to Urban Prep at various of its campuses between August of 2018 and April of 2019. Futures timely issued to Urban Prep corresponding invoices, but, to date, Urban Prep has not provided full corresponding payment.

Consequently, the total amount of principal outstanding for the unpaid invoices is **\$134,737.16** (the "Outstanding Balance"). A spreadsheet detailing the same is attached hereto as Exhibit A. Additionally, per Section 3 of the Agreement, Futures is hereby reserving its right to charge a 1.5% per month late penalty on each invoice comprising the Outstanding Balance.

Futures hereby demands that Urban Prep fully and promptly pay Futures the Outstanding Balance. Should Urban Prep fail to satisfy this demand by **June 20, 2019**, Futures will consider any and all legal remedies available to it in order to collect from Urban Prep the Outstanding Balance. Moreover, Futures is reserving its right to assess against Urban Prep its reasonable attorney's fees incident to the collection of the Outstanding Balance, as is contractually provided under Section 3 of the Agreement.



Of course, nothing in this letter constitutes a waiver of any rights or claims that Futures now has or subsequently may have against Urban Prep, nor against anyone acting in concert with Urban Prep in this matter.

Should you have any questions regarding this matter, please feel free to contact me at the information provided below.

Sincerely,

A handwritten signature in black ink, appearing to read "Aharon S. Kaye". The signature is written over a horizontal line.

Aharon S. Kaye
GUTNICKI LLP

Counsel for Futures Education, LLC

4711 Golf Road, Suite 200

Skokie, IL 60076

Phone: 847-745-6594

akaye@gutnicki.com

cc: Brian Edwards (bedwards@futureshealth.com)



Exhibit A

(Outstanding Balance Spreadsheet)

The Futures HealthCore, LLC
All Transactions for Bridgescape
 August 2018 through May 2019

UPA Invoices and payments 8/1/18- 5/30/19

Bronzeville Campus

Type	Num	Date	Amount					Remaining
				Payment	Date	Payment	Date	balance
Invoice	138556	2/28/198	8,549.51	8,549.51	08/06/2018			\$ -
Invoice	138556	03/31/2018	9,435.88	9,435.88	08/06/2018			\$ -
Invoice	138556	04/30/2018	9,949.26	9,949.26	10/18/2018			\$ -
Invoice	139058	05/31/2018	10,519.26	10,519.26	10/18/2018			\$ -
Invoice	139142	06/30/2018	4,371.38	4,371.38	10/18/2018			\$ -
Invoice	136230	08/31/2017	884.25					\$ 884.25
Invoice	139343	07/31/2018	68.50					\$ 68.50
Invoice	139471	08/31/2018	548.00					\$ 548.00
Invoice	139904	09/30/2018	5,538.61					\$ 5,538.61
Invoice	140152	10/31/2018	5,916.02					\$ 5,916.02
Invoice	140587	11/30/2018	8,487.76					\$ 8,487.76
Invoice	140719	12/31/2019	8,950.76					\$ 8,950.76
Invoice	141067	01/31/2019	10,773.25					\$ 10,773.25
Invoice	141316	02/28/2019	10,850.01					\$ 10,850.01
Invoice	141660	03/31/2019	9,199.77					\$ 9,199.77
Invoice	141971	04/30/2019	7,896.88					\$ 7,896.88
Outstanding balance through 4/30/19								<u>\$ 69,113.81</u>

Englewood campus

Type	Num	Date	Amount					Remaining
				Payment	Date	Payment	Date	balance
Invoice	138107	02/28/2018	16,809.88	16,809.88	10/18/2018			\$ -
Invoice	138189	03/31/2018	14,419.73	14,419.73	10/18/2018			\$ -
Invoice	138555	04/30/2018	18,206.63	18,206.63	01/22/2019			\$ -
Invoice	139061	05/31/2018	20,118.62	20,118.62	04/23/2019			\$ -
Invoice	139141	06/30/2018	9,594.23	9,594.23	04/23/2019			\$ -
Invoice	136232	08/31/2017	3,505.00					\$ 3,505.00
Invoice	139903	09/30/2018	6,712.65					\$ 6,712.65
Invoice	140153	10/31/2018	4,369.48					\$ 4,369.48
Invoice	140524	11/30/2018	3,955.86					\$ 3,955.86
Invoice	140718	12/31/2018	3,307.38					\$ 3,307.38
Invoice	141061	01/31/2019	3,815.25					\$ 3,815.25
Invoice	141314	02/28/2019	3,073.50					\$ 3,073.50
Invoice	141658	03/31/2019	4,392.98					\$ 4,392.98
Invoice	141972	04/30/2019	4,354.00					\$ 4,354.00
Outstanding balance through 4/30/19								<u>\$ 37,486.10</u>

West Campus

Type	Num	Date	Amount					Remaining
				Payment	Date	Payment	Date	balance
Invoice	138554	04/30/2018	8,834.61	8,834.61	10/18/2018			\$ -
Invoice	139062	05/31/2018	7,749.11	7,749.11	10/18/2018			\$ -
Invoice	139134	06/30/2018	5,096.63	5,096.63	10/18/2018			\$ -
Invoice	136233	08/31/2017	655.00					\$ 655.00
Invoice	137907	01/31/2018	98.00					\$ 98.00
Invoice	138188	03/31/2018	6,152.88					\$ 6,152.88
Invoice	139597	08/31/2018	548.00					\$ 548.00
Invoice	139902	09/30/2018	2,434.00					\$ 2,434.00
Invoice	140200	10/31/2018	4,784.36					\$ 4,784.36
Invoice	140588	11/30/2018	2,981.01					\$ 2,981.01
Invoice	140802	12/31/2018	2,539.99					\$ 2,539.99
Invoice	141058	01/31/2019	582.25					\$ 582.25
Invoice	141313	02/28/2019	1,781.00					\$ 1,781.00
Invoice	141657	03/31/2019	2,803.38					\$ 2,803.38
Invoice	141973	04/30/2019	2,777.38					\$ 2,777.38
Outstanding balance through 4/30/19								<u>\$ 28,137.25</u>

Grand total outstanding through 4/30/19

\$ 134,737.16